



Nyla M. Laney
Assistant

Legal Department
1600 Williams Street, Suite 5200
Columbia, SC 29212

T: 803.401.2904
F: 803.254.1731
nl0113@att.com
www.att.com

January 12, 2012

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Second Amendment to CMRS Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina and Cricket Communications, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 2010-197-C

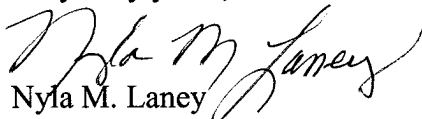
Dear Ms Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc., d/b/a AT&T South Carolina ("AT&T") and Cricket Communications, Inc. ("Cricket") submit to the South Carolina Public Service Commission the second amendment to their interconnection agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T and Cricket within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Very truly yours,



Nyla M. Laney

cc : James E. McDaniel

**AMENDMENT TO THE AGREEMENT
BETWEEN
CRICKET COMMUNICATIONS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T SOUTH CAROLINA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA ("AT&T SOUTH CAROLINA") (previously referred to as BellSouth Telecommunications, Inc. d/b/a AT&T SOUTH CAROLINA) and Cricket Communications, Inc. ("Cricket"). AT&T SOUTH CAROLINA and Cricket are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T SOUTH CAROLINA and Cricket are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, approved April 7, 2009, and as subsequently may have been amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Term of the Agreement is extended to February 28, 2013 (the "Term"). On March 1, 2013, the Successor Agreement having already been approved by the Commission on January 26, 2011 ("Successor Agreement") will go into effect, and the Successor Agreement will expire on March 1, 2016.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
4. This Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective ten (10) days after approval by such Commission.

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Cricket Communications, Inc.

Signature: 

Name: BOB NORMAN

(Print or Type)

Title: PROC DIR

(Print or Type)

Date: 11/29/11

BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA by AT&T Services, Inc., its authorized agent

Signature: 

Name: Kristen E. Shore

(Print or Type)

Title: Director

(Print or Type)

Date: 12/20/11